



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

January 22, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC HEARING ON THE PROPOSED SALE AND  
THE PROPOSED GRANTING OF AN OPTION TO PURCHASE  
FOR PORTIONS OF THE HOLLYWOOD BOWL TO PRISCILLA P. PANZER  
FOR THE PURPOSE OF ELIMINATING AND REMOVING ENCROACHMENTS  
(THIRD DISTRICT) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF PARKS AND RECREATION  
THAT YOUR BOARD, AFTER THE CLOSE OF THE PUBLIC HEARING:**

1. Find that an 8,834 square-foot portion of the Hollywood Bowl property to be sold and an 8,568 square-foot portion of the Hollywood Bowl subject to a five-year option to purchase, be removed from and no longer classified as park, recreational or cultural property.
2. Find that the subject properties are not required for County use and are surplus to its needs.
3. Find that the sale and conveyance of title and the granting of a five-year option to purchase these properties are categorically exempt under the California Environmental Quality Act (CEQA).
4. Find that the \$396,406 offered by Priscilla P. Panzer, as consideration for the transfer of title to 8,834 square feet of real property as legally described in Exhibit "A," and the escalating purchase option prices, ranging from \$47.25 to \$57.42 per square-foot, for the 8,568 square-foot portion, as legally described in Exhibit "B," complies with the requirements of Public Resources Code Section 5405.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

5. Approve the sale of the County's right, title and interest in the 8,834 square-foot parcel to Priscilla P. Panzer for \$396,406, and instruct the Chairman to sign the attached Agreement for Conveyance of Title to Encroached Area and Declaration of Conditions and Restrictions and the attached quitclaim deed.
6. Approve the attached five-year Purchase Option Agreement granting Priscilla P. Panzer, for a fee of \$36,000, a one-time right to purchase 8,568 square feet or portions thereof identified as Parcel 1, containing 2,897 square feet, or Parcel 2, containing 5,671 square feet, at the purchase prices specified therein along with a coterminous easement for maintenance and repair of landscaping and improvements, and instruct the Chairman to sign the Agreement.
7. Approve the use of the funds received for the remaining portions of the Hollywood Bowl in lieu of the acquisition of substitute park land pursuant to Public Resources Code Section 5404.
8. Instruct the Auditor-Controller and the Department of Parks and Recreation to deposit the sales proceeds into the appropriate trust fund pursuant to the Park Preservation Act.
9. Authorize the Chief Executive Officer (CEO) to take all further actions and execute all other necessary documents to complete the sale and transfer of title upon approval of the documents by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to eliminate and remove an encroachment, containing a total area of 17,402 square feet, located on the Hollywood Bowl property along its westerly boundary. The encroached area is being used as a rear yard serving the private residence at 2388 Castilian Drive which is owned by Priscilla P. Panzer and is improved with a gazebo, paved patio, landscaping, irrigation systems, and paved walkways. Unlike similar encroachments discovered at the Hollywood Bowl and John Anson Ford Theater, Mrs. Panzer and her predecessor-in-interest, the original owner, Mollie Qvale, have presented evidence in the form of the original building plans and drawings indicating that permission had been granted by the County in the early 1960s to allow grading and use of the subject encroached area. While no written record nor formal approval by your Board has been found, the Assessor's appraisal files for the Panzer residence also corroborate this claim.

Because the encroachment is large in area, and immediate purchase of the entire area would impose a financial hardship, Mrs. Panzer has requested, and we are recommending that approximately one-half of the encroachment, containing 8,834 square feet, be severed at this time and sold to Mrs. Panzer for \$396,406 and to grant a one-time option to purchase for the remaining half (8,568 square feet) over a five-year period upon payment to the County of a \$36,000 option fee as determined by CEO appraisal staff.

The proposed immediate sale of the 8,834 square-foot portion will be at \$45 per square foot based on recent comparable sales of unimproved land in the area adjusted by the cost of fees, in the amount of \$1,124, charged by the City of Los Angeles in applying for a Certificate of Compliance (COC) which is necessary to confirm compliance with the State Subdivision Map Act and the Los Angeles Municipal Code. This adjustment is being made in response to recent changes in City policy wherein such fees are no longer being waived for COC cases involving County-owned property as previously granted in similar encroachment cases at the Hollywood Bowl and John Anson Ford Amphitheatre.

The remaining 8,568 square feet of the encroached area will be subject to an option to purchase and is divided into two parcels: Parcel 1, located southeasterly of the Panzer residence, containing 2,897 square feet and Parcel 2 located northeasterly of the panzer residence, containing 5,671 square feet. The option to purchase can be exercised only once by written notice for either parcel or both at any time during the five-year option period at the following per square-foot purchase prices which are escalated annually by the County Treasury pool interest rate:

- During the first year at \$47.25 per square foot;
- During the second year at \$49.61 per square foot;
- During the third year at \$52.09 per square foot;
- During the fourth year at \$54.69 per square foot; and
- During the fifth year at \$57.42 per square foot.

Upon exercise of the purchase option and payment of the purchase price, the County will convey, within thirty days, its right, title and interest by quitclaim deed executed by the Chief Executive Officer. The Purchase Option Agreement also grants a temporary easement to Mrs. Panzer for maintenance and repair of existing landscaping and improvements and is coterminous with the purchase option.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) that will provide a fair and equitable solution for the involved parties by preserving the appearance, use, and value of the adjacent private property while providing monetary compensation to the County for the loss of the real property with the proceeds reserved for improvement of the Hollywood Bowl property.

**FISCAL IMPACT/FINANCING**

The County will receive at this time \$396,406 in monetary compensation for the immediate sale of 8,834 square feet of encroached property and \$36,000 for the granting of the five-year option to purchase the remaining 8,568 square feet. If Mrs. Panzer exercises the option to purchase, the County could realize the following additional consideration:

	<u>For Parcel 1</u>	<u>For Parcel 2</u>	<u>For Both Parcels</u>
- During the first year	\$136,883	\$267,955	\$404,838
- During the second year	\$143,720	\$281,338	\$425,058
- During the third year	\$150,905	\$295,402	\$446,307
- During the fourth year	\$158,437	\$310,147	\$468,584
- During the fifth year	\$166,346	\$325,629	\$491,975

All monetary compensation received will be reserved and used for improvement of the remaining portions of the Hollywood Bowl as required under the Park Preservation Act, Public Resources Code Section 5400 et. Seq. Approval of the proposed actions will not affect the operating budget of the Department of Parks and Recreation.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The encroached areas, as depicted on Exhibit C, are located along the westerly boundary of the Hollywood Bowl property above the amphitheatre and seating area. The total area of the encroachment is 17,402 square feet (.4 acre) out of a total County-owned land area of 69.65 acres. The direct sale of this property to remove these encroachments is authorized as a part of the County's express and implied powers to manage and dispose of its real property under Government Code Sections 23003 and 23004. Pursuant to Public Resources Code Section 5404, your Board may, after holding a public hearing, sell real property designated for park and recreational use if the amount of property sold is less than ten percent of the total area of the property holding, but not more than one acre. Proceeds from the sale must be used for the improvement of the remaining portion of the property holding.

The conveyance of title to these encroachment areas will be subject to deed restrictions limiting the use of this property as a rear yard area serving the adjoining single family residence with its existing improvements and may not be further improved with any additional structures, nor subdivided in combination with the existing three record lots that comprise 2388 Castilian Drive. In the event of a breach in these deed restrictions, the property will automatically revert to the County after a ninety-day period to cure such breach.

As required by Government Code Section 65402, the Chief Executive Office has provided notification of the proposed sale and purchase option to the City Los Angeles. The Agreement for Conveyance of Title requires Mrs. Panzer to make application to the City for a Certificate of Compliance. Notice of the public hearing has been posted at the Hollywood Bowl for forty-five days as required by Public Resources Code Section 5406.

County Counsel has reviewed and approved as to form the attached Conveyance Agreement, Purchase Option Agreement, and quitclaim deed.

**ENVIRONMENTAL DOCUMENTATION**

The recommended actions are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines and Class 12 of the County's Environmental Document Reporting Procedures and Guidelines.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services or projects.

**CONCLUSION**

It is requested that the Executive Officer of the Board of Supervisors return the executed Conveyance Agreement, Purchase Option Agreement, and quitclaim deed along with two certified copies of the Minute Order and a conformed copy of the Board letter to the Chief Executive Office for further processing.

Respectfully submitted,

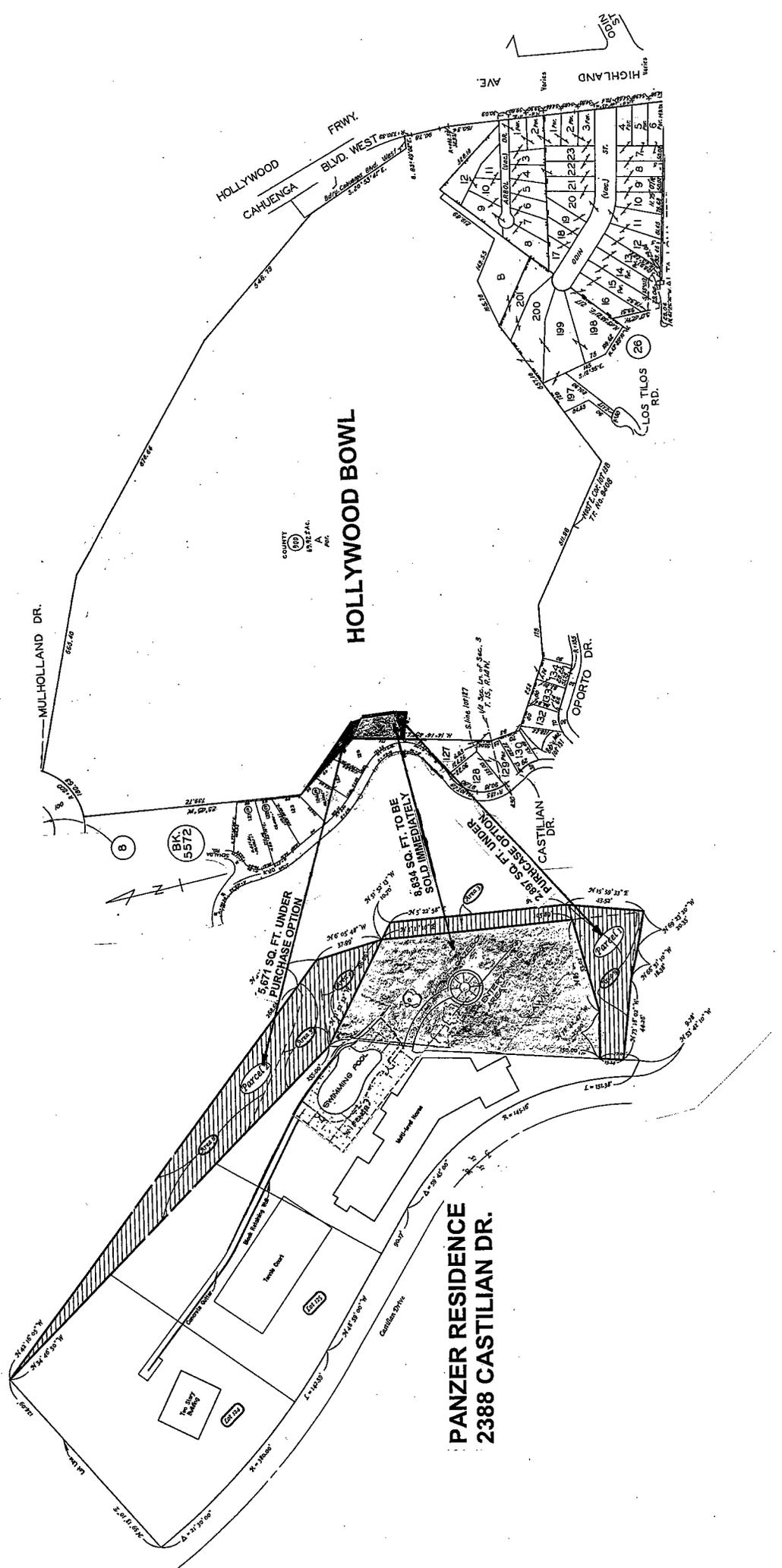
WILLIAM T FUJIOKA  
Chief Executive Officer

  
RUSS GUINEY  
Director of Parks and Recreation

Attachments (4)

c: County Counsel  
Assessor  
Auditor-Controller

**EXHIBIT 'C'**



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Los Angeles  
Chief Administrative Office  
500 West Temple Street, Room 754  
Los Angeles, CA 90012  
Attn.: Don Simpson

Space above this line for Recorder's use

AIN 5549-009-900 (Por)

**AGREEMENT FOR CONVEYANCE OF TITLE TO ENCROACHED AREA  
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT AND DECLARATION is made and entered into this 22<sup>nd</sup> day of January, 2008, by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and PRISCILLA P. PANZER ("Priscilla P. Panzer").

**PREMISES:**

- A. County is the owner in fee simple of certain real property containing approximately 70 acres in the City of Los Angeles, County of Los Angeles, State of California known as the Hollywood Bowl located at 2301 North Highland Avenue, Los Angeles, California 90068, being a portion of Lot A, Theatre Arts Alliance Tract as shown on map recorded in Book 41, page 83, of Maps, in the office of the Los Angeles County Recorder ("County Property").
- B. Priscilla P. Panzer is the owner of adjacent real property in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 2388 Castilian Drive and legally described as Lots 124, 125, and 126 of Tract 9408 as per Map recorded in Book 137, Pages 70 to 80 inclusive of Maps in the office of the Los Angeles County Recorder ("Panzer Property").
- C. The County Property was encroached upon by a portion of the rear yard of the Panzer Property, including a gazebo, paved patio, lawn, landscaping, and irrigation systems, containing a land area of approximately 8,834 square feet as legally described in Exhibit "A" and shown by map in Exhibit "B", attached hereto (the "Encroachment Area").
- D. The parties desire to eliminate and remove said encroachment by County transferring title to the Encroachment Area to Priscilla P. Panzer.

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E. The parties desire the covenants, conditions and restrictions set forth herein be made of record and be binding upon the Encroachment Area which shall run with the land.

**NOW THEREFORE**, County and Priscilla P. Panzer agree and hereby declare:

1. County agrees to transfer title to Encroachment Area to Priscilla P. Panzer by quitclaim deed. Title to the Encroachment Area shall be vested as follows: **PRISCILLA P. PANZER, an unmarried woman**
2. Priscilla P. Panzer agrees to pay County the sum of \$396,406.
3. Priscilla P. Panzer herewith tenders to County the sum of \$11,892, the receipt of which is hereby acknowledged, as a nonrefundable good faith deposit.
4. County shall serve as escrow holder. Priscilla P. Panzer shall pay in full the remaining balance of \$384,514 to County by cashier's or certified check made payable to the County of Los Angeles at least three (3) business days prior to the recordation of the deed.
5. All costs and expenses related to this transaction shall be paid by Priscilla P. Panzer, including but not limited to, the cost of title insurance, all documentary transfer taxes, recording fees, and miscellaneous charges.
6. Priscilla P. Panzer agrees to accept title to the Encroachment Area from County in its as-is condition without any warranty, express or implied, or representation by County as to its physical condition, location, size, use, and zoning, including, but not limited to, the condition of the soils or ground water on or under the property, and the presence of pollutants or contaminants therein.
7. County shall reserve and except unto itself all oil, gas, hydrocarbons, or other minerals in and under the Encroachment Area without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface.
8. The Encroachment Area will be used only for the present rear yard purposes serving the single family residence at 2388 Castilian Drive, which includes the gazebo, paved patio, lawn, landscape plantings, irrigation systems, and other improvements presently existing and any future repairs, replacements, and improvements of the same not inconsistent with the present uses. None of the Encroachment Area shall be improved with any habitable residence, guest house, garage, or other structure having a roof.
9. The Encroachment Area will not be included nor used by Priscilla P. Panzer and her successors and assigns for a subdivision of the Panzer Property as described herein nor for a change in use of said Panzer Property from the existing three single family home lots.

10. The Encroachment Area shall be subject to a reversionary right in favor of the County in the event of breach by Priscilla P. Panzer or her successors and assigns of the restrictions set forth in Paragraphs 8 and 9 above. In the event Priscilla P. Panzer and her successors and assigns should use the Encroachment Area for any other use other than as specified in Paragraph 8 or 9 above, upon written notice given by County and the failure by Priscilla P. Panzer or her successors and assigns to cure such default or breach within ninety (90) days of the date of such notice, title to the Encroachment Area, as legally described in Exhibit A, shall immediately revert to County without further notice and without the necessity of any affirmative action on the part of County to assert any rights in said real property.
11. Priscilla P. Panzer will file with the City of Los Angeles ("City") an application for a Certificate of Compliance and will record said Certificate of Compliance when issued by the City after transfer of title to the Encroachment Area. County agrees to support said application and to provide assistance to Priscilla P. Panzer and the City in the preparation of and in the processing of said application.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Declaration as of the day and year first above written.

COUNTY OF LOS ANGELES

PRISCILLA P. PANZER

By *Lyonna B. Bunte*  
Chair, Board of Supervisors

*Priscilla P. Panzer*  
Owner of 2388 Castilian Drive

ATTEST:  
SACHI A. HAMAI  
Executive Officer-Clerk of  
The Board of Supervisors



*Sachelle Smitherman*  
Deputy

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

4 JAN 22 2008

By *Paul T. Hanson*  
Paul T. Hanson  
Principal Deputy County Counsel

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors



By *Sachelle Smitherman*  
Deputy

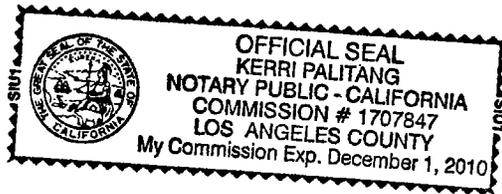
STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF Los Angeles )

On November 9th, 2007, 2007, before me, Kerri Palitang, Notary Public, personally appeared Priscilla P. Panzer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Kerri Palitang  
Notary Public

[SEAL]



## **EXHIBIT 'A'**

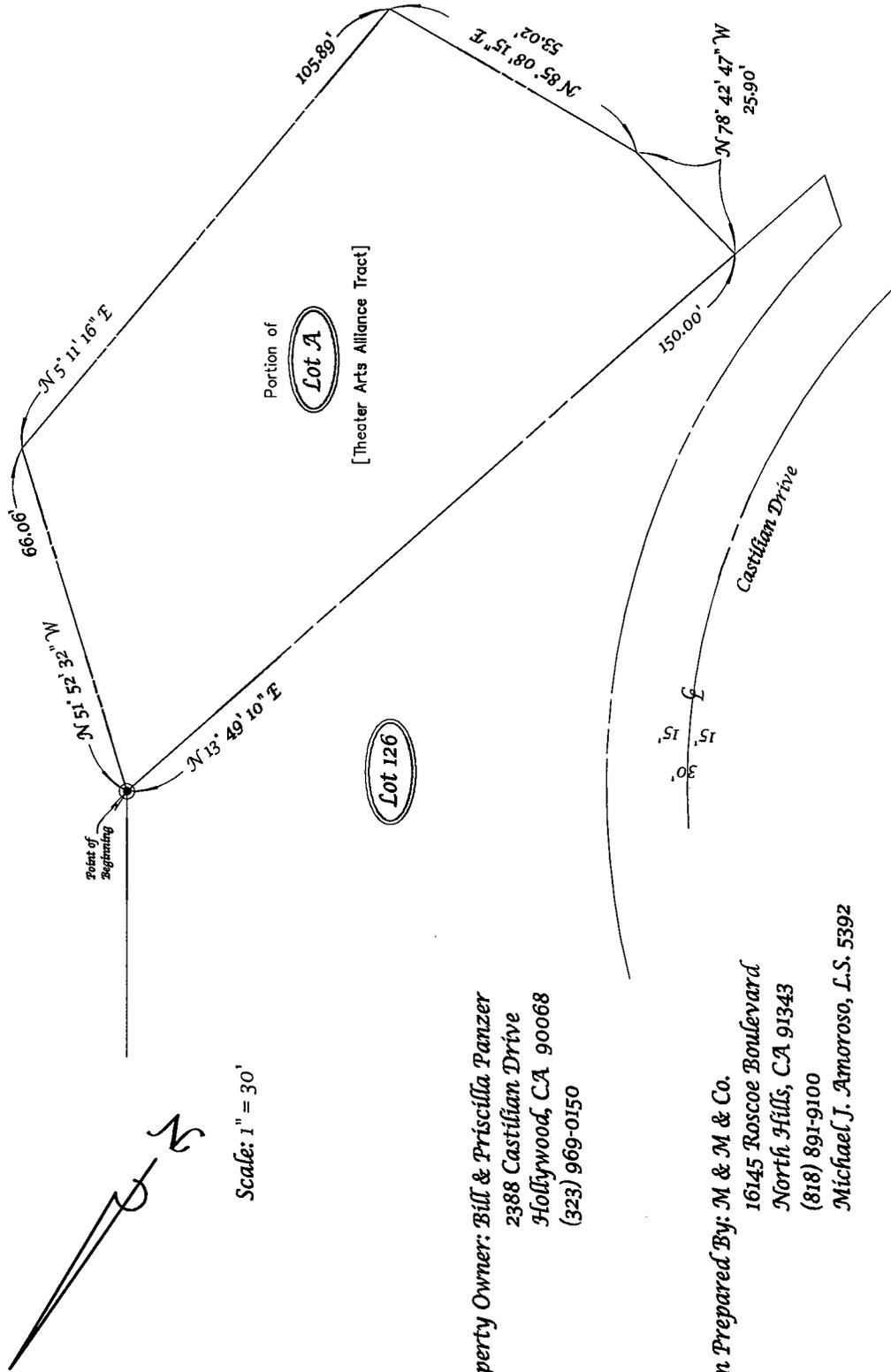
### **CONVEYED LEGAL DESCRIPTION**

THAT PORTION OF LOT A OF THE THEATER ARTS ALLIANCE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41, PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 126 OF TRACT NO. 9408 IN SAID CITY, AS PER MAP RECORDED IN BOOK 137, PAGES 70 TO 80, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH  $51^{\circ}52'32''$  EAST 66.06 FEET; THENCE SOUTH  $5^{\circ}11'16''$  WEST 105.89 FEET; THENCE SOUTH  $85^{\circ}08'15''$  WEST 53.02 FEET; THENCE NORTH  $78^{\circ}42'47''$  WEST 25.90 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 126; THENCE NORTH  $13^{\circ}49'10''$  EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

SEE ATTACHED EXHIBIT 'B'

# Exhibit 'B'



Property Owner: *Bill & Priscilla Panzer*  
 2388 Castilian Drive  
 Hollywood, CA 90068  
 (323) 969-0150

Plan Prepared By: *M & M & Co.*  
 16145 Roscoe Boulevard  
 North Hills, CA 91343  
 (818) 891-9100  
 Michael J. Amoroso, L.S. 5392

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
Rebecca Thompson, Esq.  
Gaines & Stacey, LLP  
16633 Ventura Blvd., Suite 1220  
Encino, California 91436-1872

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT ("**Agreement**") is made and entered into as of the 22<sup>nd</sup> day of January, 2008 ("**Effective Date**"), by and between the County of Los Angeles, a body corporate and politic ("**Optionor**"), and Priscilla P. Panzer, an unmarried woman ("**Optionee**"). Optionor and Optionee are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**". Terms capitalized herein are defined in the text where the term is first used, except for proper names or other terms with obvious meanings.

#### RECITALS

A. Optionor owns parcels of land in the City of Los Angeles, County of Los Angeles, State of California, which includes an area of approximately 70 acres in the City of Los Angeles, County of Los Angeles, State of California known as the Hollywood Bowl located at 2301 North Highland Avenue, Los Angeles, California 90068, being a portion of Lot A, Theatre Arts Alliance Tract as shown on map recorded in Book 41, page 83, of Maps, in the office of the Los Angeles County Recorder (the "**County Property**").

B. Optionee is the owner of adjacent real property ("**Panzer Property**") in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 2388 Castilian Drive and legally described as:

LOTS 124, 125 AND 126 OF TRACT NO. 9408, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 137 PAGE(S) 70-80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

C. A portion of the County Property, as depicted on Exhibit "A" and containing a total land area of 17,402 square feet, was encroached upon, improved with a pergola, walkways, landscaping, irrigation systems, and enclosed with fences and used as a part of the rear yard area serving the Panzer Property (the "**Encroachment Area**"). The Encroachment Area is divided into three parcels identified on Exhibit "A" as:

Area "A" containing 8,834 square feet

76462

Parcel 1 containing 2,897 square feet  
Parcel 2 containing 5,671 square feet

D. The Parties desire to eliminate and remove said Encroachment Area by selling and transferring title to Area A by separate and concurrent agreement, entitled "Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions, and Restrictions", and by granting an Option to Purchase Parcel 1 and/or Parcel 2, as legally described in Exhibit "B", along with an easement during the Option Term (as defined below) in accordance with the terms and conditions set forth herein.

#### MATTERS OF AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals and in consideration of the mutual promises set forth in this Agreement, Optionor and Optionee agree as follows:

1. As of the Effective Date, Optionor grants one Option to Optionee, thereby providing Optionee with the right to purchase Parcel 1 and/or Parcel 2 of the Encroachment Area, as legally described in Exhibit "B", on the terms and conditions specified herein.
2. This Agreement and the Option shall have a term beginning on the Effective Date and ending on the fifth anniversary of the Effective Date ("Option Term").
3. As consideration for Optionor granting an Option to Purchase and for granting an easement during the Option Term to Optionee, Optionee hereby tenders to Optionor the sum of THIRTY SIX THOUSAND DOLLARS (\$36,000.00).
4. The purchase price ("Purchase Price") for Parcel 1 and/or Parcel 2 of the Encroachment Area Optionee elects to purchase shall be calculated by multiplying the gross square footage of Parcel 1 and/or Parcel 2 being acquired by the "Price per Square Foot", for each Option Year as follows:
  - a. During the first year following the Effective Date - \$47.25/sq. ft. Thus, for Parcel 1, a total purchase price of \$136,883 and/or for Parcel 2, a total purchase price of \$267,955. The sum total purchase price for both Parcels 1 and 2 shall be \$404,838.
  - b. During the second year following the Effective Date - \$49.61/sq. ft. Thus, for Parcel 1, a total purchase price of \$143,720 and/or for Parcel 2, a total purchase price of \$281,338. The sum total purchase price for both Parcels 1 and 2 shall be \$425,058.
  - c. During the third year following the Effective Date - \$52.09/sq. ft. Thus, for Parcel 1, a total purchase price of \$150,905 and/or for Parcel 2, a total purchase price of \$295,402. The sum total purchase price for both Parcels 1 and 2 shall be \$446,307.
  - d. During the fourth year following the Effective Date - \$54.69/sq. ft. Thus, for Parcel 1, a total purchase price of \$158,437 and/or for Parcel 2, a total purchase price of \$310,147. The sum total purchase price for both Parcels 1 and 2 shall be \$468,584.
  - e. During the fifth year following the Effective Date - \$57.42/sq. ft. Thus, for Parcel 1, a total purchase price of \$166,346 and/or for Parcel 2, a total purchase price of \$325,629. The sum total purchase price for both Parcels 1 and 2 shall be \$491,975.

5. During the Option Term, Optionee may exercise the Option by delivering a written notice to Optionor, which affirms that Optionee is exercising the Option and specifying the parcel to be purchased, being Parcel 1 or Parcel 2 or both Parcel 1 and Parcel 2. Following Optionee's exercise of the Option, the closing ("**Close of Escrow**") for purchase shall take place prior to close of business one calendar month following the effective date of that Option exercise notice, and Optionor's Chief Executive Officer or successor shall execute a quitclaim deed conveying Optionor's right, title, and interest to the parcels specified in the written notice.

6. If Optionee fails to exercise this Option prior to the fifth anniversary of the Effective Date of this Agreement, then this Agreement and the Option shall terminate. Upon termination of this Agreement, all obligations of the Parties except those specifically intended to survive such termination as specified herein shall be of no further force or effect. The Option and this Agreement shall also terminate thirty (30) days after Optionee delivers to Optionor notification of its termination in writing.

7. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by U.S. mail, overnight courier, or by telecopy for which receipt is acknowledged and for which the original transmission is followed by mailing of a copy thereof by first class mail, as follows:

If to Optionee, to:  
Priscilla Panzer  
2388 Castilian Drive  
Hollywood, CA 90068

If to Optionor, to:  
County of Los Angeles  
Chief Executive Office  
713 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

With a copy to:  
GAINES & STACEY, LLP  
16633 Ventura Boulevard, Suite 1220  
Encino, CA 91436  
Attn: Fred Gaines

Mailings pursuant to this Section shall be deemed to have been received on the third day following deposit of same in any United States Post Office mailbox, postage prepaid, addressed as set forth above.

8. Optionee may assign this Agreement or any of its rights or obligations hereunder to any purchaser of the Panzer Property without the prior written consent of Optionor.

9. Optionor shall serve as escrow holder. Optionee shall pay in full the Purchase Price to Optionor by cashier's or certified check made payable to the County of Los Angeles at least three (3) business days prior to the recordation of the deed.
10. All costs and expenses related to this transaction shall be paid by Optionee, including but not limited to, the cost of title insurance, all documentary transfer taxes, recording fees, and miscellaneous charges.
11. Optionee agrees to accept title to the Encroachment Area from Optionor in its as-is condition without any warranty, express or implied, or representation by Optionor as to its physical condition, location, size, use, and zoning, including, but not limited to, the condition of the soils or ground water on or under the property, and the presence of pollutants or contaminants therein.
12. Optionor shall reserve and except unto itself all oil, gas, hydrocarbons, or other minerals in and under the Encroachment Area without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface.
13. The Encroachment Area will be used only for the present rear yard purposes serving the single family residence at 2388 Castilian Drive, which includes a pergola, walkways, landscape plantings, irrigation systems, fences, and other improvements presently existing and any future repairs, replacements, and improvements of the same not inconsistent with the present uses. None of the Encroachment Area shall be improved with any habitable residence or addition thereto, guest house, garage, or other structure having a roof.
14. The Encroachment Area will not be included nor used by Optionee and her successors and assigns for a subdivision of the Panzer Property as described herein nor for a change in use of the said Panzer Property.
15. The Encroachment Area shall be subject to a reversionary right in favor of the Optionor in the event of breach by Optionee or her successors and assigns of the restrictions set forth in Paragraphs 13 and 14 above. In the event Optionee and her successors and assigns should use the Encroachment Area for any other use other than as specified in Paragraph 13 or 14 above, upon written notice given by Optionor and the failure by Optionee or her successors and assigns to cure such default or breach within ninety (90) days of the date of such notice, title to the Encroachment Area, as legally described in Exhibit "B", shall immediately revert to Optionor without further notice and without the necessity of any affirmative action on the part of Optionor to assert any rights in said real property.
16. After exercise of the purchase option and transfer of title, Optionee will file with the City of Los Angeles ("City") an application for a Certificate of Compliance and will record said Certificate of Compliance when issued by the City. Optionor agrees to support said application and to provide assistance to Optionee and the City in the preparation of and in the processing of said application.
17. Optionor hereby grants to Optionee, its successors and assigns, for its use and for the use of its Permittees, an exclusive easement for access, landscaping, fencing, and other uses permitted under applicable law upon, under, over and across the Encroachment Area ("**Easement**"). Optionor acknowledges that a fence has been erected and that Optionee has installed landscaping and an irrigation system in Encroachment Area and Optionee agrees not to damage or relocate said fence, irrigation system or landscaping during the term of this Easement.

The easement rights granted herein include the right for the use, maintenance, repair and replacement of the currently existing improvements, subject to the terms of this Agreement as set forth herein. For the purposes of this Section 17, "Permittee" shall mean Optionee and her employees, agents, contractors, visitors, invitees, licensees and tenants.

18. During the Easement Term (as defined below), Optionee shall be responsible, at her sole cost and expense, for repairing and maintaining the Encroachment Area and the improvements located thereon in good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereover.

19. The term of the Easement shall be coterminous with the Option ("Easement Term"). Following Optionee's exercise of the Option and the completion of the purchase of all or a portion of the Encroachment Area, Optionee's easement rights with respect to any portion of the Encroachment Area not purchased shall terminate. Upon termination of the Easement, all obligations of the Parties except those specifically intended to survive such termination as specified herein shall be of no further force or effect. During the Easement Term, Optionee shall maintain, through her homeowner's policy or umbrella policy, general liability insurance coverage for the Encroachment Area with limits of not less than \$1 million per occurrence and shall name the Optionor as an additional insured.

20. Within sixty (60) days after the exercise of the option or the termination of this Agreement, whichever occurs first, the property line shall be completely fenced, at Optionee's sole expense, with a six foot high fence made of non-combustible material.

IN WITNESS WHEREOF, Optionor and Optionee have duly executed this Agreement as of the date first above written.

“Optionor”

“Optionee”

COUNTY OF LOS ANGELES

PRISCILLA P. PANZER, an unmarried woman

By:

George B. Bente  
Chair of the Board of Supervisors

Priscilla Panzer  
Owner of 2388 Castilian Drive

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of  
The Board of Supervisors



Sachelle Smitherman  
Deputy

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By:

Paul T. Hanson  
Paul T. Hanson  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

4

JAN 22 2008

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By:

Sachelle Smitherman  
Deputy



STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF Los Angeles )

On November 9th, 2007, before me, Kerri Palitang, Notary Public, personally appeared Priscilla P. Panzer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

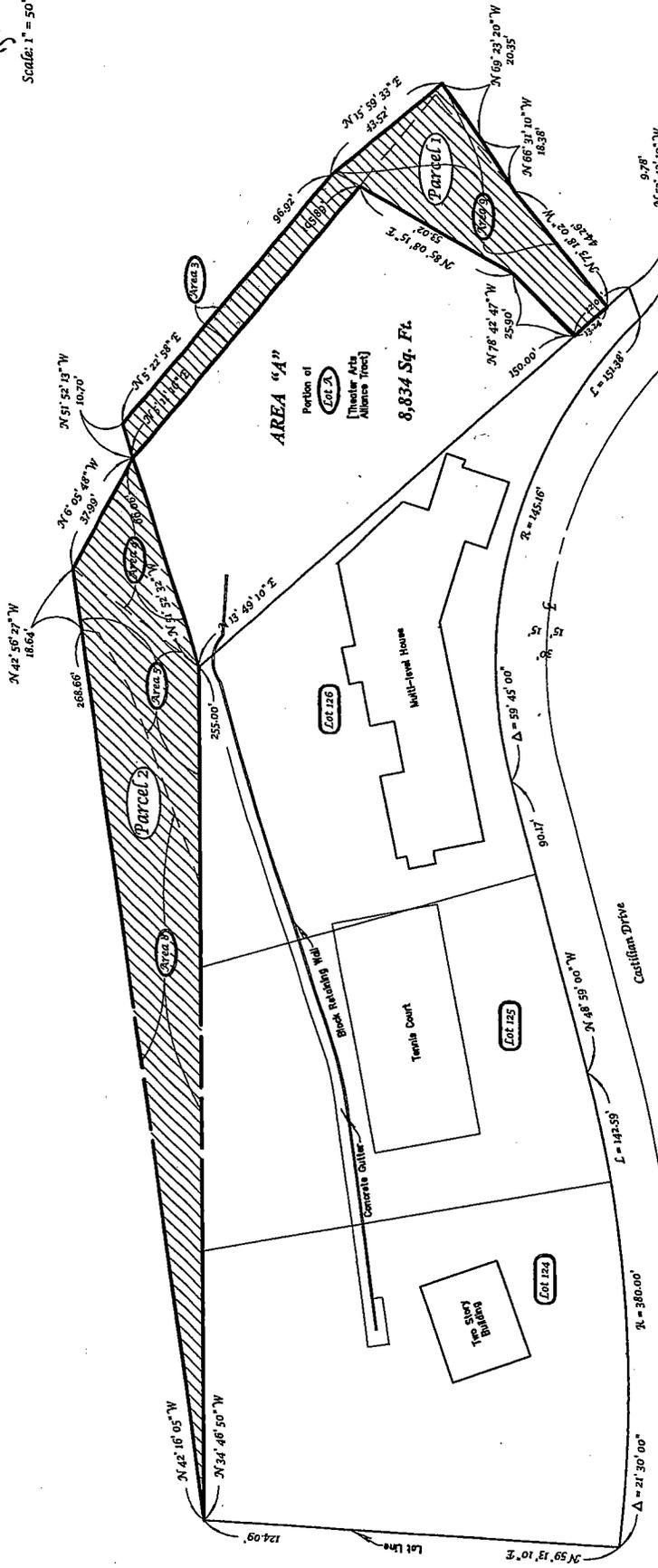
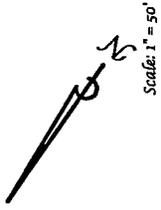
Witness my hand and official seal.

Kerri Palitang  
Notary Public

[SEAL]



# Exhibit A



Parcel 1 = 2,867 Sq. Ft. / 0.07 Acres  
 Parcel 2 = 5,671 Sq. Ft. / 0.13 Acres  
 Total = 8,538 Sq. Ft. / 0.20 Acres

EXHIBIT 'B'

PURCHASE OPTION  
LEGAL DESCRIPTION OF PARCEL 1 AND PARCEL 2

PARCEL 1:

THAT PORTION OF LOT A OF THE THEATER ARTS ALLIANCE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41, PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 126 OF TRACT NO. 9408, IN SAID CITY, AS PER MAP RECORDED IN BOOK 137, PAGES 70 TO 80, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH  $51^{\circ}52'32''$  EAST 66.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $5^{\circ}11'16''$  WEST 105.89 FEET; THENCE SOUTH  $85^{\circ}08'15''$  WEST 53.02 FEET; THENCE NORTH  $78^{\circ}42'47''$  WEST 25.90 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 126; THENCE SOUTH  $13^{\circ}49'10''$  WEST 13.24 FEET; THENCE SOUTH  $73^{\circ}18'02''$  EAST 44.26 FEET; THENCE SOUTH  $66^{\circ}31'10''$  EAST 18.38 FEET; THENCE SOUTH  $69^{\circ}23'20''$  EAST 20.35 FEET; THENCE NORTH  $15^{\circ}59'33''$  EAST 43.52 FEET; THENCE NORTH  $5^{\circ}22'58''$  EAST 96.92 FEET; THENCE NORTH  $51^{\circ}52'13''$  WEST 10.70 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOT A OF THE THEATER ARTS ALLIANCE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41, PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 126 OF TRACT NO. 9408, IN SAID CITY, AS PER MAP RECORDED IN BOOK 137, PAGES 70 TO 80, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH  $51^{\circ}52'32''$  EAST 66.06 FEET; THENCE NORTH  $6^{\circ}05'48''$  WEST 37.99 FEET; THENCE NORTH  $42^{\circ}56'27''$  WEST 18.64 FEET; THENCE NORTH  $42^{\circ}16'05''$  WEST 268.66 FEET TO THE MOST NORTHERLY CORNER OF LOT 124 OF SAID TRACT NO. 9408; THENCE SOUTH  $34^{\circ}46'50''$  EAST 255.00 FEET, ALONG THE NORTHEASTERLY LINES OF LOTS 124, 125, AND 126 OF SAID TRACT NO. 9408, TO THE POINT OF BEGINNING.

SEE ATTACHED EXHIBIT 'A'

TOTAL AREA: 8,568 square feet

PARCEL 1: 2,897 square feet

PARCEL 2: 5,671 square feet

RECORDING REQUESTED BY  
County of Los Angeles  
AND MAIL TO:  
Priscilla P. Panzer  
2388 Castilian Dr.  
Los Angeles, CA 90068

Space Above This Line Reserved for Recorder's Use

Document transfer tax is L.A. County 80 \$ \_\_\_\_\_

L.A. City 44 \$ \_\_\_\_\_

( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and  
encumbrances remaining at time of sale

Assessor's Identification Numbers:  
5549-009-900 (Portion)

COUNTY OF LOS ANGELES

By \_\_\_\_\_

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic, does hereby remise, release, and forever quitclaim to **PRISCILLA P. PANZER**, an unmarried woman, all its right, title, and interest in and to all that real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof and depicted by map on Exhibit B.

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without the right of entry to the surface of said land.

### SUBJECT TO AND BUYER TO ASSUME:

1. All taxes, interest, penalties, and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and right-of-way of record, if any.
3. That certain Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions, recorded on \_\_\_\_\_, 2008, as Document No. \_\_\_\_\_ of Official Records in the office of the Los Angeles County Recorder.
4. The subject property is transferred to grantee in an "as is" condition without any warranty either express or implied. The County of Los Angeles makes no representation as to its location, size, use, zoning or physical condition, including, but not limited to the condition of the soils or ground water on or under the subject property and the presence of pollutants or contaminants therein.
5. The County of Los Angeles affirms that the subject property was subdivided from the adjacent Hollywood Bowl, a public park and cultural facility, and that grantee will need to make application to the City of Los Angeles for the purpose of obtaining a Certificate of Compliance.

Dated 1-22-08

COUNTY OF LOS ANGELES,  
a body corporate and politic



(COUNTY SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By Lachelle Smitherman  
Deputy

By Yvonne B. Burke  
YVONNE BRAITHWAITE BURKE  
Chair, Board of Supervisors  
of the County of Los Angeles

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 28<sup>th</sup> day of January, 2008,

the facsimile signature of YVONNE B. BURKE,  
Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles



(COUNTY-SEAL)

By Sachelle Smitheman  
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.    ✍  
County Counsel

By Paul T. Hanson  
Paul T. Hanson  
Principal Deputy County Counsel

## **EXHIBIT 'A'**

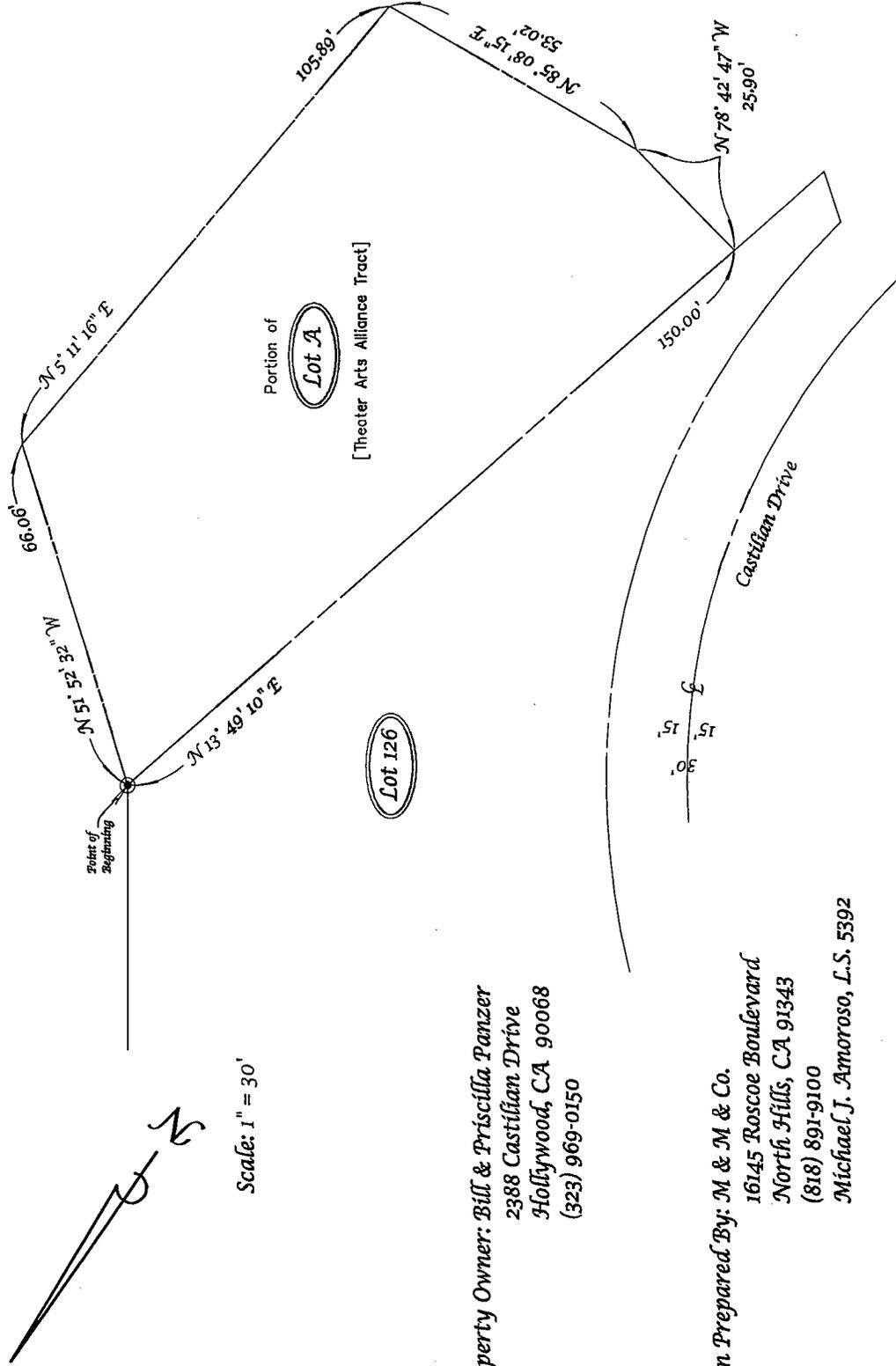
### **CONVEYED LEGAL DESCRIPTION**

THAT PORTION OF LOT A OF THE THEATER ARTS ALLIANCE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41, PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

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SEE ATTACHED EXHIBIT 'B'

# Exhibit 'B'



Scale: 1" = 30'

Property Owner: *Bill & Priscilla Panzer*  
 2388 Castilian Drive  
 Hollywood, CA 90068  
 (323) 969-0150

Plan Prepared By: *M & M & Co.*  
 16145 Roscoe Boulevard  
 North Hills, CA 91343  
 (818) 891-9100  
 Michael J. Amoroso, L.S. 5392